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Attorneys for Plaintiff
NICHOLAS LYON

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NICHOLAS LYON, an individual,

Plaintiff,

v.

FUNIMATION PRODUCTIONS, LTD.,
dba FUNIMATION ENTERTAINMENT;
AMERICAN UNITED MEDIA, LLC, dba
IFA DISTRIBUTION; ROBERT
RODRIGUEZ, as an individual; GEN
FUKUNAGA, as an individual; GIANT APE
MEDIA; and DOES 1 through 50,

Defendants.

CASE NO.

**COMPLAINT AND
DEMAND FOR JURY TRIAL**

1. Copyright Infringement (17 U.S.C. section 501 et seq.)
2. Breach of Contract
3. Breach of Covenant of Good Faith and Fair Dealing
4. Promissory Fraud [False Promises]
5. Intentional Interference with Contractual Relations
6. Unfair Competition (Calif. Bus. & Prof. Code Section 17200 et seq.)
7. Common Law Unfair Competition

Plaintiff, Nicholas Lyon ("Plaintiff"), alleges as follows:

FEDERAL QUESTION JURISDICTION

1
2 1. This action asserts a claim for copyright infringement under the Copyright Act of
3 1976, 17 U.S.C. § 101 *et seq.* (the "Copyright Act"). This Court has exclusive jurisdiction over
4 this action under the Copyright Act. 28 U.S.C. section 1338 (a)
5

PERSONAL JURISDICTION

6
7 2. Defendant American United Media, LLC (AUM) was at relevant times doing
8 business at 7119 Sunset Blvd., Suite 403, Los Angeles, CA. 90046. AUM is also doing business
9 in Los Angeles County under the name IFA Distribution, whose address is 10250 Constellation
10 Blvd. 2900, Los Angeles, CA 90067.

11 3. Plaintiff, Defendant AUM, and SC Films International (hereinafter "SC Films")
12 entered into and executed in Los Angeles County an agreement entitled "Confidential Bullet
13 Term Sheet" (hereinafter referred to as "Original Agreement") for the production of a film to be
14 entitled "Bullet" (hereinafter "Motion Picture").

15 4. Defendant Robert Rodriguez is a resident of California, and signed the Original
16 Agreement on behalf of AUM.

17 5. Plaintiff is a resident of Los Angeles County, California.

18 6. Matthew Joynes, the chair and a founder and shareholder of SC Films and a major
19 witness to the factual allegations set forth herein, is a resident of Los Angeles County, California.

20 7. SC Films is headquartered in Los Angeles County, California.

21 8. Defendant FUNimation Entertainment (hereinafter "FUNimation") is a fictitious
22 name for FUNimation Productions, Ltd., a Texas limited partnership. FUNimation is a national
23 film and television company which distributes productions in North America, and has substantial
24 contacts with California given that many of its productions, including the Motion Picture, are
25 made in California. After entering into a contract with AUM concerning the Motion Picture,
26 FUNimation met in Los Angeles, and other locations in California (including Lancaster) to, inter
27 alia, visit the production set, attend meetings, including with the director, editor and other
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1 personnel working on the Motion Picture, and to view daily footage of the Motion Picture, and
2 has been in California to advertise the Motion Picture.

3 9. Defendant Gen Fukunaga is President of FUNimation which has substantial
4 contacts in California as described in Paragraph 8, infra; as a Managing Partner of AUM, which is
5 doing business in California as described in paragraph 1, infra; and is Managing Director of IFA
6 Distribution, a company located at 10250 Constellation Boulevard, Los Angeles, CA 90067.

7 10. Defendant Giant Ape Media is FUNimation's film division which is currently
8 advertising the Motion Picture in California.

9
10 **VENUE**

11 11. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) in that a substantial
12 part of the events or omissions giving rise to the claims alleged herein occurred in this District.

13 12. The Original Agreement was entered into in Los Angeles County, the filming took
14 place in Los Angeles County, AUM has conspired with FUNimation and Giant Ape Media to
15 commit acts in violation of the Original Agreement, FUNimation has substantial contacts in Los
16 Angeles County as described in paragraph 8 infra, FUNimation and Giant Ape Media have
17 marketed the Motion Picture in Los Angeles County, AUM is doing business in Los Angeles
18 County, and defendant Robert Rodriguez resides in this District.

19
20 **THE PARTIES**

21 13. Plaintiff Nicholas Lyon is a film writer, director and producer.

22 14. Defendant American United Media, LLC, is a limited liability company which
23 produces top-tier feature films and television projects throughout the world.

24 15. Defendant FUNimation is a film and television company known mainly for its
25 distribution of Japanese anime productions.

26 16. Defendant Robert Rodriguez is the President of AUM.
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1 17. FUNimation President Defendant Gen Fukunaga is also the Managing Partner of
2 Defendant AUM.

3 18. Defendant Giant Ape Media is a distributor that markets live action/independent
4 films, including the Motion Picture.

5 19. The true names and capacities of defendants named herein as Does 1 through 10,
6 inclusive are unknown to Plaintiff, and therefore Plaintiff sues these defendants by such fictitious
7 names. Plaintiff will seek leave of Court to amend this Complaint to show their true names and
8 capacities when the same have been ascertained. Plaintiff is informed and believes and on that
9 basis alleges that Does 1 through 10, inclusive, were responsible for the acts and transactions
10 alleged herein and are liable to Plaintiff.

11 20. This Court has personal jurisdiction over Defendants in that Defendants conducted,
12 and continue to conduct, business in this District, Defendants intentionally direct activities to this
13 District, and the infringing acts, conduct and omissions alleged in this Complaint occurred in this
14 District.

15 16 **FACTS COMMON TO ALL COUNTS**

17 21. This dispute concerns the production and ownership of a motion picture entitled
18 "Bullet" (the "Motion Picture"). The Motion Picture will star actor Danny Trejo, known for his
19 roles in gritty films including "Machete" and television appearances in series such as "Breaking
20 Bad".

21 22. Plaintiff entered into the Original Agreement on or about September 2, 2012, for
22 the purpose of "developing, producing, completing and delivering the motion picture presently
23 entitled "Bullet"" based on a script written by Plaintiff, and for which he submitted to the
24 Copyright Office on December 20, 2012 for copyright registration.

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1 23. By the Original Agreement, all the parties—which was defined to consist of
2 Plaintiff Lyon, SC Films and AUM-- agreed to create a special purpose vehicle entity to hold and
3 manage the rights, produce, and own the Motion Picture.

4 24. By the Original Agreement, SC Films and AUM were to contribute a minimum of
5 \$250,000 each of equity for production of the Motion Picture.

6 25. By the Original Agreement, Plaintiff was to be the director and provide the script,
7 and was further referred to in the Original Agreement as “Producer”.

8 26. By the Original Agreement, Plaintiff was to receive “A NICK LYON FILM”
9 credit on all posters, DVD covers and advertisements for the Motion Picture.

10 27. By the Original Agreement, Plaintiff was to receive 30% of net receipts, defined as
11 adjusted gross receipts; AUM and SC Films were to each receive 35% of net receipts.

12 28. By the Original Agreement, each party promised to fulfill its obligations and
13 exercise its rights in a manner that would reflect favorably at all times on the good name,
14 goodwill, and reputation of all the parties to the Original Agreement.

15 29. By the Original Agreement, all the parties were required to exchange and approve
16 “all relevant fully executed agreements by all parties”.

17 30. By the Original Agreement, all parties promised to avoid “deceptive, misleading,
18 or unethical practices”, and to comply with all applicable laws and regulations.

19 31. Without notice to, or knowledge by Plaintiff, just two days after execution of the
20 Original Agreement, Defendants AUM and FUNimation executed an agreement entitled “Deal
21 Memo” (hereinafter “AUM/FUNimation Agreement”) whereby AUM purportedly agreed to
22 “produce and deliver” the Motion Picture.

23 32. The AUM/FUNimation Agreement makes absolutely no reference to Plaintiff,
24 including his role, as set forth under the Original Agreement, as director or producer of the
25 Motion Picture and instead purports to grant FUNimation “full approval rights over all aspects of
26 the production, including the script, the primary cast, director and key creative [sic] as well as
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1 business and creative control of the Property”, and purports to grant FUNimation 50% equity in
2 the Motion Picture.

3 33. The AUM/FUNimation Agreement was signed by Gen Fukunaga as “President of
4 FUNimation” while Gen Fukunaga was also Managing Partner of AUM.

5 34. Defendant Robert Rodriguez signed the AUM/FUNimation Agreement on behalf
6 of AUM.

7 35. On January 8, 2013, Plaintiff signed an agreement which purported to assign his
8 copyright and intellectual property rights (“Assignment of Copyright and Intellectual Property
9 Rights”) to a newly created company called Bullet Film Production, LLC (hereinafter “LLC”),
10 unaware that the LLC had been created without referencing him in any respect, e.g., as director,
11 writer, owner, or acknowledging any of the rights vested in Plaintiff pursuant to the Original
12 Agreement.

13 36. On January 10, 2013, Plaintiff also signed an agreement that purported to sell his
14 literary rights to his script to the LLC for \$20,000 (“Agreement to Sell Literary Rights”).

15 37. The LLC had been formed without prior notice to or knowledge of Plaintiff; as set
16 forth in the LLC’s Operating Agreement, dated January 15, 2013, the purpose of the LLC is:

17 “[T]o develop and produce for Sale or assignment to a Distributor and/or to
18 otherwise exploit the Motion Picture [“Bullet”] and ancillary rights to the Motion
19 Picture and engage in any lawful business activities reasonably related to any of
the foregoing.”

20 38. Defendants AUM and FUNimation are purported to be vested with 65% ownership
21 interest in the LLC, in contravention of the Original Agreement, which granted AUM only 35%
22 interest, in order to gain majority control over the Motion Picture. The remaining 35% ownership
23 interest was vested in SC Films International.

24 39. Defendants AUM and FUNimation conspired to name FUNimation as Manager in
25 the LLC’s Operating Agreement, with broad authority to expend the LLC’s funds “and in such
26 amounts as the Manager, in his sole discretion, shall determine is reasonably necessary to
27 effectuate the purposes” of the LLC, is authorized to execute agreements on behalf of the LLC, is
28 authorized to manage, control and borrow money on behalf of the LLC, is authorized to enter into

1 agreements on behalf of the LLC with motion picture or television production companies, or,
2 inter alia, other third parties to assist in the production of the Motion Picture.

3 40. Defendant Gen Fukunaga's name appears three times as signatory on the
4 Operating Agreement: as President of FUNimation, as "Manager" of AUM, and as Manager of
5 the LLC.

6 41. The LLC's Operating Agreement fails to acknowledge Plaintiff as director, writer
7 or producer of the Motion Picture, and in fact fails to contain any mention of Plaintiff in any
8 context.

9 42. Defendants failed to name Plaintiff as either a member of the LLC, nor a signatory
10 on the Operating Agreement, and accordingly Plaintiff is therefore not bound by the arbitration
11 clause (Section 15.6) or the clause purporting to set forth the applicability of Texas law (Section
12 15.5).

13 43. The LLC was established and the Operating Agreement entered into in direct
14 contravention of the Original Agreement, by which defendant AUM agreed to create *with*
15 *Plaintiff* and SC Films International the very vehicle purported to be created by the LLC.

16 44. Further, the LLC was established and the Operating Agreement entered into in
17 direct contravention of the Original Agreement, which prohibited AUM from entering into
18 agreement which would interfere, impair or conflict with the terms and conditions of the Original
19 Agreement, or from engaging in any unethical, deceptive, or misleading practices.

20 45. Plaintiff was not informed that the LLC was being established and the Operating
21 Agreement entered into until after production had commenced, and repeatedly asked FUNimation
22 why he had been excluded from the formation of the LLC, but was never given an explanation.

23 46. Instead, he was in the middle of shooting the Motion Picture on location when he
24 was sent the agreement for directing services (hereinafter "Agreement for Directing Services")
25 under the LLC letterhead; he requested an opportunity to have an attorney review the agreement,
26 given the fact that Defendants have excluded him from the formation of the LLC, but was told his
27 signature was needed immediately or the production would stop.
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1 47. On February 19, 2013, Plaintiff asked Defendants FUNimation, SC Films
2 International, and AUM why he had not been included in the formation of the LLC; SC
3 International subsequently advised that it had no objection to Plaintiff being included in the LLC.

4 48. Plaintiff continued his repeated questioning as to why he had not been included in
5 the LLC, and in fact stated on March 6, 2013, that as 30% owner of the film, he could not
6 understand why he was not given a share in the LLC with voting power. Plaintiff repeatedly asked
7 to be included in the LLC. Defendants FUNimation and AUM continued to refuse adding
8 Plaintiff to the LLC, and SC International pointed out on March 18, 2013 that to do so would
9 divest Defendants of majority control of the LLC. Also on March 18, 2013, Plaintiff complained
10 because he had not been paid fully pursuant to the agreements he had entered into when he was
11 unaware of the LCC creation and Operating Agreement, and objected to the validity of the
12 assignment of his copyright and intellectual property rights which were made before he had
13 learned he had been excluded from the LLC. Specifically, he was owed sums for directing, for the
14 script, plus additional sums given that that the budget exceeded \$500,000. Based on payments
15 made to him to date, he is owed at least \$27,000.

16 49. Per the Agreement for Directing Services, Plaintiff was contracted to not only
17 direct the filming but also direct the editing in post production.

18 50. On or about April 8, 2013, after Plaintiff had fulfilled his duties to complete the
19 filming of the Motion Picture, he attempted to secure the Motion Picture's hard drives to work on
20 post production editing but Defendant FUNimation refused Plaintiff access to same. Instead,
21 Plaintiff was informed that the hard drives would be placed in a vault pending resolution of legal
22 issues with SC Films International.

23 51. On or about April 10, 2013, Plaintiff was advised that AUM's CEO Robert
24 Rodriguez had stated AUM never intended to pay Plaintiff.

25 52. Numerous attempts have been made by Plaintiff and SC International to resolve
26 the issues which have arisen due to Defendants' actions.
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62. Without authorization, all Defendants have and continue to utilize Plaintiff's copyrighted script and film without his permission in post production editing and marketing.

63. Defendants' actions are willful, intentional, in purposeful disregard of Plaintiff's copyright, with knowledge that his property is subject to copyright, and that their continued use of Plaintiff's copyrighted property is without authorization. As a direct and proximate cause of Defendants' infringement of Plaintiff's copyright under the Copyright Act, 17 U.S.C. section 501 et seq, Plaintiff is entitled to damages and disgorgement of Defendants' profits.

64. Monetary relief alone is not adequate to fully address the irreparable injury that Defendants' unlawful action have caused and will continue to cause Plaintiff if not enjoined.

COUNT 2

Breach of Contract

Against Defendants AUM, Robert Rodriguez and Gen Fukunaga

65. Plaintiff realleges and incorporates by reference Paragraph 1 through 64.

66. Defendants have breached the Original Agreement by their failure, inter alia, to include Plaintiff in the LLC, when the Original Agreement stated that all parties to the Original Agreement would create the special vehicle entity—i.e., the LLC—to produce the Motion Picture.

67. Defendants further breached the Original Agreement, inter alia, by their failure to provide Plaintiff the tools necessary to fulfil his duties as post production director and producer; in fact, Plaintiff has been informed that Defendant FUNimation is editing without him, even though he was previously told that the editing was being placed on hold while the pending legal issues are being resolved.

68. Defendants further breached the Original Agreement, inter alia, by failing to provide Plaintiff credit in advertising of the Motion Picture, to wit, "A Nicholas Lyon Film", including the Motion Picture's website and large poster displayed to large audiences at San Diego's Comic Con, causing reputational damages insofar as, inter alia, members of the industry

1 had been informed that Plaintiff was making the Motion Picture and his exclusion on the
2 advertising credits infer that he has been removed from the production

3 69. Defendants, by giving themselves rights under the LLC and designating
4 themselves as majority shareholders, are uniquely situated to control the management of the
5 Motion Picture, with the ultimate goal of incurring damages--preventing Plaintiff from receiving
6 any net receipts, consistent with Robert Rodriguez' statement that Plaintiff will not receive any
7 monies from the film project nor own any rights.

8 70. Defendants breached the Original Agreement by giving themselves an ownership
9 interest to a combined 50% when AUM only owned a 35% interest per the terms of the Original
10 Agreement, and which completely fails to grant Plaintiff any ownership interest when he
11 understood that he would be receiving a 30% ownership in the Motion Picture. By the Original
12 Agreement, all the parties—which was defined *to include Plaintiff*--agreed to create a special
13 purpose vehicle entity to hold and manage the rights, produce, and *own* the Motion Picture.

14 71. Defendants have failed to pay all that is due Plaintiff, and in fact still owed at least
15 \$27,000.

16 **COUNT 3**

17 **Breach of Covenant of Good Faith and Fair Dealing**

18 **Against Defendants AUM, Robert Rodriguez and Gen Fukunaga**

19 72. Plaintiff realleges and incorporates by reference Paragraphs 1 through 71.

20 73. Plaintiff entered into the Original Agreement in good faith and in reliance on
21 Defendants' representations that they would, inter alia, abide by all of the terms of the Original
22 Agreement, including the promise to include Plaintiff in the creation of the LLC, avoid deceptive,
23 misleading or unethical practices, include Plaintiff to approve and exchange all relevant fully
24 executed agreements by all parties, and exercise their rights and fulfill their obligations in a
25 manner that would reflect favorably at all times on the good name, goodwill and reputation of all
26 parties, including Plaintiff.

74. By entering into the Original Agreement Defendants also impliedly promised to not do anything to unfairly interfere with Plaintiff's right to receive the benefits of the Original Agreement.

75. Defendants breached this implied promise by entering into the AUM/FUNimation Agreement without Plaintiff's knowledge or consent, whereby FUNimation is purportedly to receive a 50% equity interest in the Motion Picture, without regard to Plaintiff's 30% ownership interest.

76. Defendants breached this implied promise when FUNimation created the LLC without Plaintiff's knowledge or participation, leaving FUNimation and Fukunaga with management control over the production, with the ability to replace Plaintiff as director and prevent him from completing the post production directing of the Motion Picture and to control the budget and expenses, which could adversely ultimately impair net revenues to be paid to Plaintiff.

77. Defendants breached this implied promise when they advertised the Motion Picture at the widely attended San Diego Comi Con without listing the credit: “A Nick Lyon Film”, knowing that such credit was required per the Original Agreement, and knowing that the media had previously reported that Plaintiff was the director of the Motion Picture.

78. Defendants' acts unfairly interfered with Plaintiff's right to benefit from the contract, including his role as director, and potential net revenues.

79. Defendants have caused further harm by failing to give credit to Plaintiff in advertising.

COUNT 4

Promissory Fraud/False Promises

Against Defendants AUM, Robert Rodriguez and Gen Fukunaga

80. Plaintiff realleges and incorporates by reference the allegations contained in Paragraphs 1 through 79.

1 81. Defendant AUM, including Defendants Robert Rodriguez as signatory on behalf of
2 AUM, and Gen Fukunaga as Managing Director of AUM, made promises described herein, and
3 as set forth in the Original Agreement.

4 82. These promises were important to Plaintiff agreeing to enter into the Original
5 Agreement, and to agree to assign his copyright to the Motion Picture.

6 83. Defendant AUM, Rodriguez and Fukunaga did not intend to fulfil these promises,
7 and failed to perform as indicated by the fact that just two days after the September 2, 2012
8 Original Agreement was executed, Defendant AUM entered into an agreement—without
9 Plaintiff's knowledge or consent—to purportedly assign to FUNimation a 50% equity ownership.

10 84. Given the close relationship between FUNimation and AUM, including, inter alia,
11 Defendant Fukunaga's role in both FUNimation and AUM, it is clear that Defendants also
12 conspired and never intended to ensure that the promises to Plaintiff would be fulfilled, including
13 the statement by AUM's CEO Robert Rodriguez that AUM never intended to pay Plaintiff.

14 85. Defendants intended that Plaintiff rely on the promises set forth in the Original
15 Agreement, so that Plaintiff would assign his copyright to the LLC.

16 86. Plaintiff reasonably relied on Defendant AUM's promises as set forth in the
17 Original Agreement and did assign his copyright to the LLC and attempted to execute his duties
18 as director, finishing the shoot, until he was prevented from fulfilling his duty as director of post
19 production.

20 87. Plaintiff also reasonably relied on Defendant AUM's promises as set forth in the
21 Original Agreement, to shoot a successful film, including convincing colleagues in the industry
22 with his goodwill to keep the Motion Picture within a reasonable budget, knowing that his
23 ultimate revenue would be positively impacted by such budget management.

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COUNT 5

Intentional Interference with Contractual Relations

Against All Defendants

88. Plaintiff realleges and incorporates by reference the allegations contained in Paragraphs 1 through 87.

89. Defendants Gen Fukunaga and FUNimation were aware of the Original Agreement, given that Gen Fukunaga is a Managing Partner of AUM as well as the President of FUNimation, and knowledge of the Original Agreement is imputed on FUNimation's division, Giant Ape Media, given Fukunaga's position as President of FUNimation.

90. Defendants Fukunaga, FUNimation, AUM and Rodriguez intended to disrupt the performance of the Original Agreement, as evidenced, inter alia, by its agreement with AUM just two days after AUM signed the Original Agreement, by creating the LLC without Plaintiff's knowledge or consent, misleading Plaintiff into assigning his copyright to the Motion Picture, allowing the continued editing of the Motion Picture without Plaintiff's direction.

91. Defendants Fukunaga, FUNimation, and Giant Ape Media have further intended to disrupt Plaintiff's performance as director in continuing to fail to acknowledge the Motion Picture as "A Nick Lyon Film" on all marketing.

92. The conduct by Defendants Fukunaga and FUNimation in, inter alia, entering into the AUM/FUNimation Agreement, by creating the LLC without Plaintiff's knowledge or consent, misleading Plaintiff into assigning his copyright to the Motion Picture, and allowing the continued editing of the Motion Picture without Plaintiff's participation, have prevented Plaintiff's performance or has made his performance as director and producer of the Motion Picture more expensive and difficult.

93. The conduct by Defendants Fukunaga, FUNimation and Giant Ape Media in, inter alia, failing to acknowledge the Motion Picture as "A Nick Lyon Film" has made his performance as director and producer more difficult.

102. Defendants' business practices as alleged infra constitute unfair business practices and/or unfair competition under common law.

103. Plaintiff is and will continue to be damaged by Defendants' wrongful actions.

104. Plaintiff has suffered and continues to suffer injury for which no adequate remedy exists at law.

105. Without injunctive relief, Plaintiff has no means by which to control Defendants' unlawful conduct as set forth in Paragraphs 1 through 94.

106. Plaintiff is entitled to injunctive relief prohibiting Defendants from further injury and damages under the common law unfair competition law.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiffs pray for judgment as follows:

- a. Actual damages.
- b. Special damages.
- c. Interest.
- d. Punitive damages.
- e. Attorney's fees.
- f. Costs of suit.
- g. Injunctive relief to include: return of the hard drives, prohibition against further editing without Plaintiff's direction, return of the hard drives to Plaintiff so he can complete editing for release of the Motion Picture, prohibition of sale, distribution or marketing of the Motion Picture without consent by Plaintiff.
- h. Void all contracts, including the AUM/FUNimation Agreement, and the Operating Agreement, which were entered into without Plaintiff's knowledge or consent.
- i. Void all contracts which Plaintiff was fraudulently led to enter into, including the assignment of his copyright.

1 j. Dissolution of the LLC, which was entered into without Plaintiff's knowledge, consent
2 or participation.

3 k. Such further legal and equitable relief as the Court may deem just and proper.
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6 **DEMAND FOR JURY TRIAL**

7 Plaintiff further demands a jury trial in the above entitled action.
8

9 Dated: August 26, 2013

KINAGA LAW FIRM

10 By:


11 PATRICIA A. KINAGA
12 Attorneys for Plaintiff
13 NICHOLAS LYON
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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to District Judge Michael W. Fitzgerald and the assigned Magistrate Judge is Andrew J. Wistrich.

The case number on all documents filed with the Court should read as follows:

8:13CV1322 MWF AJWx

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge.

Clerk, U. S. District Court

August 26, 2013

Date

By J. Prado

Deputy Clerk

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ Western Division
312 N. Spring Street, G-8
Los Angeles, CA 90012

☐ Southern Division
411 West Fourth St., Ste 1053
Santa Ana, CA 92701

☐ Eastern Division
3470 Twelfth Street, Room 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

PATRICIA A. KINAGA, SBN 126845 (pkinaga@kinagalawfirm.com)
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UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

NICHOLAS LYON, an individual

PLAINTIFF(S)

v.

FUNIMATION PRODUCTIONS, LTD., dba FUNIMATION
 ENTERTAINMENT; AMERICAN UNITED MEDIA, LLC, dba IFA
 DISTRIBUTION; ROBERT RODRIGUEZ, as an individual; GEN
 FUKUNAGA, as an individual; GIANT APE MEDIA; and DOES 1 through 50

DEFENDANT(S).

CASE NUMBER

SACV13-1322

NWF(AJWx)

SUMMONS

TO: DEFENDANT(S):

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Patricia A. Kinaga, whose address is 617 South Olive Street, Suite 1210, Los Angeles, CA 90014. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Dated: AUG 26 2013

Clerk, U.S. District Court

By:

JULIE PRADO

Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ NO ☐ YES

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ NO ☐ YES

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.

☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.

☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles- American United Media, LLC, dba IFA Distribution Orange- Robert Rodriguez	Texas- FUNimation Productions, Ltd., dba FUNimation Entertainment Texas- Gen Fukunaga Texas- Giant Ape Media

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
NOTE: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

*Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR SELF-REPRESENTED LITIGANT): Patricia Kinaga DATE: August 26, 2013

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))